

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CARL DUNCAN, JR., et al.

*

Plaintiffs

*

v.

*

Civil Action No. WMN-03-380

GULF STREAM COACH, INC.

*

Defendant

*

AFFIDAVIT OF ANTHONY SUDDON

I, Anthony Suddon, am over the age of eighteen (18) years, am competent to testify and have personal knowledge of the matters and facts contained herein.

1. I am and have been at all applicable times the Director of Consumer Affairs for the Defendant, Gulf Stream Coach, Inc.

2. Gulf Stream Coach, Inc. is an Indiana corporation, with its offices and principal place of business in Nappanee, Indiana. It is not incorporated in Maryland and does not have a principal place of business in Maryland.

3. In my capacity as Director of Consumer Affairs for Gulf Stream, I have access to the business records of Gulf Stream, which reflect the sale of the 1999 Gulf Stream Tourmaster recreational vehicle, serial number 4VZAT1799XCO29963 by Bernard Chevrolet, Libertyville, Illinois, to the Plaintiffs, Carl and Sandra Duncan. These records were and are kept in the ordinary course of regularly conducted business activity by Gulf

Stream, and it is the regular business practice of Gulf Stream to make and keep such records.

4. These records reflect that at the time the Plaintiffs purchased their Gulf Stream recreational vehicle, they executed various contractual sales documents, which are included among the afore-described business records. These sales documents include a Gulf Stream limited warranty, attached hereto as Exhibit A, and a Gulf Stream subsequent owner warranty registration, attached hereto as Exhibit B. The limited warranty which bears the signatures of the Plaintiffs, is dated May 6, 2000 and includes paragraph number 6, which provides:

6. Jurisdiction and Applicable Law.

Exclusive jurisdiction for deciding any claims, demands, or causes of action for defects or representations of any nature or damages due from such defects or representations shall be in the courts in the State of Manufacture. The laws applicable to any litigation, dispute, mediation, arbitration or any claim whatsoever arising, from the sale, purchase or use of the recreational vehicle shall be those of the State of Manufacture.

5. The limited warranty signed by the Plaintiffs also includes the following clause immediately above their signatures:

I hereby acknowledge that I have read and received a copy of the above warranty for Gulf Stream Coach prior to entering into any contract to purchase my Gulf Stream recreational vehicle and agree to abide by all of its terms and provisions, including but not limited to, the provisions hereof providing that the exclusive jurisdiction for any claims whatsoever shall

be in the courts in the State of Manufacture and that the applicable law shall be the law of the State of Manufacture.

6. The Gulf Stream Tourmaster in question was manufactured by Gulf Stream Coach, Inc.

7. The State of Manufacture for the Gulf Stream Tourmaster in question is the State of Indiana.

I SOLEMNLY AFFIRM, under the penalties of perjury, and upon personal knowledge that the contents of the foregoing paper are true.

Anthony Suddon

SWORN AND SUBSCRIBED TO, this ____ day of _____, 2003.

Notary Public
My Commission Expires: _____